

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ABO PHARMACEUTICALS, INC.)	
)	
Plaintiff,)	CIVIL ACTION FILE
)	NO.
v.)	
)	
RLI INSURANCE COMPANY,)	
)	
Defendant.)	

COMPLAINT

COMES NOW, ABO PHARMACEUTICALS, INC. and hereby files this Complaint against Defendant RLI INSURANCE COMPANY ("Defendant"), showing the Court as follows:

1.

ABO Pharmaceuticals, Inc. ("ABO") is a California Corporation with a principal place of business in California.

2.

RLI Insurance Company ("RLI") is an Illinois Corporation with a principal place of business in Illinois.

3.

RLI is a foreign insurance company licensed to do business under the laws of the State of Georgia with its principal place of business located at 9025 N. Lindbergh Drive, Peoria, IL 61615, and may be served through its registered agent, Corporation Service Company, 2 Sun Court, Suite 400, Peachtree Corners, Gwinnett County, Georgia 30092.

4.

Venue is proper in this Court under 28 U.S.C. § 1391(b)(1) because RLI resides in this judicial district as defined in 28 U.S.C. § 1391(c)(2). In particular, RLI maintains its primary claims office in Gwinnett County, Georgia.

5.

This Court has jurisdiction over this action because the parties are citizens of different states and the amount in controversy, exclusive of interest and costs, exceeds the sum of \$75,000.00. Accordingly, jurisdiction is predicated on diversity of citizenship and the amount in controversy pursuant to 28 U.S.C. § 1332.

6.

RLI issued insurance policy no. CAR0100371 with certificate no. 950910 (collectively “the Policy”) to provide first party property insurance to ABO for an international shipment of blood plasma with an “insured value” of \$820,147. A

complete copy of the Policy is attached as Exhibit “1.”

7.

The shipment covered by the policy was damaged in transit and rendered worthless.

8.

ABO timely presented a proper claim to RLI under the Policy, and RLI has wrongly denied coverage for the damaged shipment. A copy of RLI’s denial of coverage is attached as Exhibit “2.”

9.

RLI’s denial of coverage for the damaged shipment was in breach of RLI’s obligations under the Policy.

10.

In addition, RLI’s denial of coverage was in bad faith under substantive California law as there was no reasonable basis for RLI’s denial of coverage under the Policy.

11.

Under Georgia procedural law, RLI has acted in bad faith, has been stubbornly litigious, or has caused ABO unnecessary trouble and expense pursuant to O.C.G.A. § 13-6-11.

WHEREFORE, having alleged the foregoing, ABO requests that the Court enter a judgment in favor of ABO and against RLI as follows:

- a. That ABO is entitled to recover the insured value of \$820,147. for the damaged shipment under the Policy.
- b. That ABO is entitled to recover pre-judgment and post-judgment interest at the legal rate.
- c. That ABO is entitled to recover its attorney's fees and punitive damages against RLI for its violation of substantive California bad faith law.
- d. That ABO is entitled to recover attorney's fees under O.C.G.A. § 13-6-11.
- e. That ABO is entitled to recover for the costs of this suit and such other and further legal or equitable relief as the Court deems just and proper.
- f. That ABO is entitled to a trial by jury comprised of twelve (12) persons as to all issues so triable.

Respectfully submitted this 13th day of June, 2023.

MCMICKLE, KUREY & BRANCH, LLP

/s/ Scott W. McMickle

SCOTT W. MCMICKLE

Georgia Bar No. 497779

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CERTIFICATE OF COMPLIANCE

The undersigned hereby certifies that the foregoing pleading complies with the font and point selections approved by the Court in Local Rule 5.1C. This pleading has been prepared in Times New Roman, 14 point font.

This 13th day of June, 2023.

BY: /s/ Scott W. McMickle
SCOTT W. MCMICKLE